

## ADDENDUM

THIS ADDENDUM, (hereinafter "Addendum") by and between Waters Technologies Corporation (hereinafter "Waters") and State of Kansas (hereinafter "Customer"), (both referred to as "Parties"), specifically alters, amends and revises the General Conditions, Waters Service Quotation Terms and Conditions of Sale (the "Waters Terms") pursuant to the Service Plan identified in each Waters quotation attached hereto as Exhibit A and made part of this Addendum (each a "Quotation"). Each Quotation shall specifically reference this Addendum.

### WITNESSETH:

WHEREAS, Customer and Waters are entering into the Addendum, wherein Waters shall provide certain products and/or services pursuant to the Quotation attached hereto as Exhibit A;

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Item 20. Governing Law. In the first sentence, "Commonwealth of Massachusetts" is replaced with "State of Kansas".
2. Item 22. Arbitration. Is deleted in its entirety and replaced with "Intentionally Omitted".
3. New Items 24-30 is added as follows;

24. Termination Due To Lack of Funding Appropriation: If, in the judgment of the Customer, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, Customer may terminate this agreement at the end of its current fiscal year. Customer agrees to give written notice of termination to Waters at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year.. Waters shall have the right, at the end of such fiscal year; to take possession of any equipment provided Customer under the contract. Customer will pay to Waters all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by Customer, title to any such equipment shall revert to Waters at the end of the Customer's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the Customer or Waters.

25. Disclaimer of Liability: No provision of this contract will be given effect that attempts to require the Customer or its agencies to defend, hold harmless, or indemnify Waters or third party for any acts or omissions. The liability of the Customer is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

26. Representative's Authority to Contract: By signing this contract, the representative of Waters thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of Waters and that Waters agrees to be bound by the provisions thereof.

27. Responsibility for Taxes: The Customer and its agencies shall not be responsible for, nor indemnify Waters for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

28. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

29. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the Customer and need not be reserved, but prudence requires the Customer to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

30. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of the Customer agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

The terms of the Waters Terms, except as herein amended, are hereby reaffirmed and republished as if set forth herein. To the extent there is an inconsistency or conflict between the terms of this Addendum and the Waters Terms, the terms of this Addendum shall govern. This Addendum and the Waters Terms are the entire agreement between the Parties related to the purchase and sale of Waters products and services.

IN WITNESS WHEREOF, Customer and Waters have entered into this Addendum as of the date of last signature below.

STATE OF KANSAS

WATERS TECHNOLOGIES CORPORATION

By: [Signature]

By: [Signature]

Name: KIRK THOMPSON

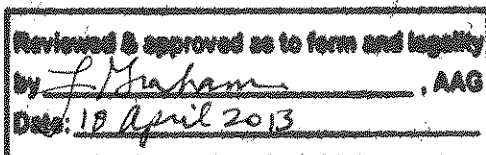
Name: Mark N. Groudas

Its: DIRECTOR - KBI

Its: Vice President, Americas Field Operations

Date: 4/19/2013

Date: April 10, 2013



RECEIVED  
2013 APR 22 P 2:36  
PURCHASES

Quotation number : 20567567  
Account number : 156475  
Quotation Valid From : 09/19/2012  
Quotation Valid Until : 03/29/2013

**Total Assurance Plan with one PM - QUOTATION**  
**Coverage from 10/21/2012 to 10/20/2013**  
**State of Kansas**

**Price in US dollars**

**Total Assurance Plan**

The Total Assurance Plan (TAP) offered is fully comprehensive. A number of Performance Maintenance (PM) visits are included as specified below. At time of PM a Waters factory trained engineer will replace all parts subject to wear as defined in our product specific PM checklist. All parts are guaranteed genuine Waters Quality Parts, and are included in a comprehensive PM parts kit which is provided for each and every PM visit. The thoroughness of Waters Performance Maintenance program ensures both maximum reliability AND maximum performance. No competitor offers a more comprehensive PM program. All required corrective maintenance is also included in the Total Assurance Plan. Our Total Assurance Plan customers receive top priority response time for all visits. As with PM visits, all parts used in corrective maintenance are guaranteed, factory-tested, Waters Quality Parts.

As an option you can add Calibration (Cal) which consists of a single point test which serves as a check of instrument performance, or Qualification (Qual) which includes more comprehensive component level testing (Operational Qualification or OQ), and system level testing (Performance Qualification or PQ), and more extensive documentation.

<p><b>Total Amount</b> 11,235.32</p>	<p><b>Customer number :</b> 156475</p> <p><b>Invoicing Terms:</b> Annual</p> <p><b>Payment Terms:</b> NET 30 DAYS</p>
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Pricing contained in this quote is for Service Plan Coverage only. Taxes may be applied at time of invoicing where applicable.

**Notes:**

Your previous Purchase Order number was 083000000001452

\*\*\* Please reference this quotation number when issuing your purchase order. \*\*\*

Nancy McDonnell  
Service Sales Specialist  
Email [Nancy\\_J\\_McDonnell@Waters.com](mailto:Nancy_J_McDonnell@Waters.com)  
Phone: 800-252-4752 ext 8526



# Waters

THE SCIENCE OF WHAT'S POSSIBLE.™

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**Total Assurance Plan with one PM - QUOTATION**  
**Coverage from 10/21/2012 to 10/20/2013**  
**State of Kansas**

**Price in US dollars**

Tami Sherley  
Tel : 785 296 3122  
Email : tami.sherley@da.ks.gov

## LABORATORY KBI Toxicology Lab

Serial number	Description	Contract Start	Contract End	Unit Price	Quoted Price (*)
<b>Empower Premier Support</b>					
<b>Serial Numbers included in plan</b>					
G09BLM115C	BLACEMPCI - PCI BUSLACE MULTI	10/21/2012	10/20/2013	0.00	0.00
<b>WATERS SOFTWARE PREMIER PLAN PERSONAL</b>					
EM9KN01723	WATERS SOFTWARE PREMIER PLAN PERSONAL	10/21/2012	10/20/2013	2,325.00	2,325.00
<b>System Total Amount</b>					<b>2,325.00</b>
<b>UPLC 1</b>					
<b>Total Assurance Plan</b>					
H09UPH503G	UPLCCOLHTR - UPLC COL HEATER HT	10/21/2012	10/20/2013	0.00	0.00
<b>Total Assurance Plan with one PM</b>					
J09UPA022M	UPSMMPGR - UPLC SAMPLE MGR	10/21/2012	10/20/2013	3,630.00	3,630.00
J09UPB542M	UPBINARY - UPLC BINARY SOL MGR	10/21/2012	10/20/2013	3,420.00	3,420.00
K11UPL354A	UPPDALTC - UPLC eLambda PDA TC	01/08/2013	10/20/2013	2,070.00	1,860.32 1*
<b>System Total Amount</b>					<b>8,910.32</b>
<b>Total Amount (except taxes)</b>					<b>11,235.32</b>

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(\*) Notes:

- 1\* Prorated Item - Covered on Warranty thru January 7, 2013



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Coverage from 10/23/2012 to 10/20/2013  
State of Kansas

**General Conditions**

**WATERS Service Quotation - TERMS AND CONDITIONS OF SALE**

Waters Corporation ("Waters") offers various service plans (the "Plans") for the support of Waters Instruments and component parts (the "Equipment"). The following terms and conditions govern Waters service under the Plans. You will also receive additional information concerning the particular Plan you have selected - you should read and retain these documents.

**1. Acceptance** Customer's acceptance of the offer contained in this quotation shall create a contract subject to and expressly limited by the terms and conditions contained on both sides of this form.

ACCEPTANCE OF THIS OFFER MAY ONLY BE MADE ON THE EXACT TERMS AND CONDITIONS SET FORTH ON THIS QUOTATION; IF ADDITIONAL OR DIFFERENT TERMS ARE PROPOSED BY CUSTOMER, SUCH ADDITIONAL OR DIFFERENT TERMS SHALL NOT BECOME A PART OF THE CONTRACT FORMED BY CUSTOMER'S ACCEPTANCE OF THIS QUOTATION UNLESS AGREED UPON BY BOTH PARTIES IN WRITING.

**2. Prices and Quotations** Prices are firm for the period of this quotation. Written quotations are valid for thirty (30) calendar days from the date issued unless an extended period for acceptance is specifically set forth in the quotation. Prices for renewal quotations are valid up to the previous contracts expiration date. Quotations are subject to termination by written notice from Waters to the customer within the validity period. All orders based on this quotation are subject to acceptance by Waters at its offices in Milford, Massachusetts.

**3. Shipping Charges** Waters will pay charges to ship replacement or repaired Equipment to the customer. Waters will also pay shipping charges for the return of Equipment to Waters, provided the customer has complied with the provisions of Paragraph 8 below ("Return of Equipment").

**4. Terms of Payment** Net thirty (30) days from date of invoice. Delay in making payment by the customer will not operate to extend the term specified in the Plans. Waters may, at its option, suspend service during any period in which the customer has failed to make payments in a timely manner. Such suspension of service shall not limit any other legal remedies to which Waters may be entitled.

**5. Term of Service** The term of service provided under the Plans shall commence as of the Plan Effective date provided on the Acknowledgement copy of the Plan and shall continue as provided in the applicable service Plan.

**6. Inspection and Certification** Prior to accepting Equipment for coverage under the Plans, Waters may, at its option, inspect and certify that the Equipment is functioning properly. Equipment and software must meet current performance standards and must be operated in an environment and system configuration acceptable to Waters. Service including parts, labor or travel required to bring the Equipment to performance standards acceptable to Waters is not covered by the Plans. This service must be authorized by the customer, completed and paid for prior to initiating Plan coverage. The cost for such service provided to the customer will be invoiced at the rates in effect at the time the service is provided. Equipment covered by the product warranty issued at the time of purchase by the customer may be converted to Plan coverage without a pre-plan inspection by Waters.

**7. Service and Repair** Service and repair of the Equipment will be provided by an authorized Waters Service Representative. Waters may use one or more of the following service options to replace or repair Equipment:

- (a) dispatch a Waters service representative to the customer's facility; or
- (b) provide for repair or replacement of the Equipment at a Waters repair facility; or
- (c) provide delivery of replacement components to the customer, with instructions for installation of the components by the customer.

In providing service under the Plans, Waters may, at its option, use components that are "reconditioned," i.e., assemblies and parts which have been re-manufactured by Waters to meet current hardware and firmware revisions as well as the product quality and performance testing requirements for new products. Waters may, while performing service on the Equipment, replace outdated hardware, firmware and software with current revisions. Waters cannot guarantee the continued availability of outdated assemblies.

**8. Return of Equipment** Waters will accept the return of Equipment (or component parts of such Equipment) only when accompanied by a Return Authorization Number ("RAI#") issued by a Waters Customer Service representative prior to shipment of the Equipment by the customer.

**9. Limited Service and Product Warranty** Waters warrants that the service performed and the products and parts supplied to repair or replace the Equipment conform to average standards of workmanship and materials then prevailing in the trade.

Waters' obligations for software consulting, training and documentation services shall be limited to providing the selected services on a best efforts basis. WATERS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole obligation of Waters shall be to repair or replace any Waters non-conforming product or part during the term specified in the Plans. This warranty shall not be deemed to have failed of its essential purpose as long as Waters is willing and able to repair or replace any Waters non-conforming product or part covered by the plan selected by the customer. In the event that an instrument covered by a service plan cannot be repaired, Waters reserves the right to provide to the customer: (a) Prorated refund or credit of the purchase price, or (b) Prorated credit towards the purchase of a replacement instrument.

**10. Delays** Waters will use reasonable best efforts to provide prompt service, but will not be liable for any damage resulting from (i) delays in rendering service; (ii) delays in performing repairs; or (iii) delays in delivery or shipment of the Equipment.

IN NO EVENT SHALL WATERS BE LIABLE FOR SPECIAL, CONSEQUENTIAL, ECONOMIC OR INCIDENTAL DAMAGES (SUCH AS INSTRUMENT DOWN TIME, LOST PROFITS, LOST DATA, ETC.).

**11. Exclusions**

The Plans cover Equipment repairs and maintenance which results from normal use and operation of the Equipment. Waters will not be obligated to perform service on Equipment which, in its sole reasonable judgment:

- (a) has been improperly installed, altered or damaged;
- (b) has been repaired by other than an authorized Waters Service Representative;
- (c) has been altered or damaged as a result of additions or changes made to the Equipment by the customer or others;
- (d) has been damaged due to decomposition resulting from chemical action, environmental or operating conditions;
- (e) has been damaged due to operator failure to perform standard operating procedures and routine maintenance, including the replacement of common replacement parts (using Waters-approved parts and supplies), as set forth in Waters published literature and manuals;
- (f) has been damaged due to transfer of the Equipment by the customer from the location specified in the Plans without supervision by Waters;
- (g) has been damaged due to the use of operating supplies and maintenance parts which do not conform to Waters' specifications.

Repair of damage(s) caused by the use of such supplies or parts is not covered under the terms of the Plan.

Service (parts, labor and travel) required to repair such damage(s) will be invoiced at the rates in effect at the time the service is rendered.



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**State of Kansas**

## General Conditions

**12. Additional Equipment** The customer may, subject to acceptance by Waters, request an addendum to the selected Plan to add Equipment. Prices in effect at the time of any addition shall apply to the Equipment being added, and the term of such addendum shall be coterminous with that of the original Plan.

**13. Relocation of Products.**

- (a) The Customer shall give Waters thirty (30) days written notice prior to any relocation of products covered by on-site support services being provided under this Agreement.
- (b) Products moved to a location within the contiguous United States shall continue to be serviced under this Agreement. The response time and charges will be adjusted to reflect the new location.
- (c) Products moved outside the contiguous United States may continue to be serviced under this Agreement, at the option of Waters. The services to be provided and charges for such services shall be subject to mutual agreement.
- (d) For installed products which will continue to be serviced, Waters, at its option, may supervise the dismantling and packing of the products and may inspect and reinstall products at the new location. These services, if provided, shall be at additional charge based on Waters standard service rates in effect at the time. The Customer shall furnish full labor and materials for the dismantling, packing and placement of the products in the new location.
- (e) The Customer shall be responsible for any loss or damage to the products during relocation.

**14. Cancellation** The Plans may be canceled upon thirty (30) days written notice by either party. Cancellation by the customer shall be subject to a 15% cancellation charge which shall be used as an offset against the amount refunded. All refunds shall be made on a pro-rata basis. The refunded amount will be prorated by first subtracting the list price of the parts and service delivered against the contract, from the purchase price of the contract. If the canceled Plan was a multiple year agreement, the additional discount savings for the year canceled and any previous years of the agreement will also be deducted from the refund. Waters will prorate the remaining amount based on the length of the contract remaining.

**15. Merger and Modification.** Documents relating to service provided under the Plans, including any attachments, represent the entire understanding between Waters and the customer and are not transferable by the customer without the prior written consent of Waters. Terms and conditions of any other documents, such as a customer purchase order, are expressly superseded and shall not be accepted by Waters.

**16. Agents, etc.** No agent, employee or other representative has the right to modify or expand Water's standard warranty applicable to the Plans or to make any representations other than those set forth in Waters' literature and any such affirmation, representation or warranty, if made, should not be relied upon by Customer and shall not form a part of this quotation.

**17. Fair Labor Standards.** Waters represents that the Products or services provided hereunder were produced and/or performed in compliance with the requirements of all sections of the Fair Labor Standard Act of 1938, as amended.

**18. Equal Employment Opportunity** Waters is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, color, creed, religion, national origin, sex, age, veteran or handicapped status. The Waters Equal Opportunity Certificate, which is mailed annually to all vendors and vendees, is incorporated into this quotation by reference.

**19. Modifications, Waiver.** The contract formed by Customer's acceptance of this quotation may be modified by a writing signed by both parties, and any breach thereunder may be waived only by a writing signed by the party against whom enforcement thereof is sought.

**20. Governing Law** The contract formed by Customer's acceptance of this quotation shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A.

**21. Additional Terms and Conditions** This quotation is also subject to any Waters Special Terms and Conditions applicable to the Products or Services offered by this quotation.

**22. Arbitration.** Any and all disputes or controversies arising under, out of or in connection with the contract formed by Customer's acceptance of this quotation or the sale or performance of the Products or services shall be resolved by final and binding arbitration in Boston, Massachusetts, under the rules of the American Arbitration Association then obtaining. The arbitrators shall have no power to add to, subtract from or modify any of the terms or conditions of this contract. Any award rendered in such arbitration may be enforced by either party in either the courts of the Commonwealth of Massachusetts or in the United States District Court for the Eastern District of Massachusetts, to whose jurisdiction for such purposes Waters and Customer each hereby irrevocably consents and submits.

**23. Force Majeure** Waters shall have no liability for failure to perform, or delay in performance, in the delivery of any and all equipment manufactured or sold by Waters including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Waters, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, United States governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes, or labor disturbances.